

107517AM

RECORDING REQUESTED; WHEN RECORDED

MAIL TO: Attn: Viola Taylor

U.S. Fish and Wildlife Service

Pacific Southwest Region 8, Realty

2800 Cottage Way, Suite W-1832

Sacramento, California 95825

2017-011278

Klamath County, Oregon

10/04/2017 03:09:00 PM

Fee: \$117.00

UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 31<sup>st</sup> day of August, 2017  
between DELTA LAND AND CATTLE, LLC, an Oregon Limited Liability Company, its  
successors, heirs and assigns, hereinafter referred to as Grantor, and the UNITED STATES OF  
AMERICA and its assigns, hereinafter referred to as Grantee;

WHEREAS the Migratory Bird Conservation Act (16 U.S.C. 715 et seq), as amended, the  
Fish and Wildlife Act of 1956, as amended (16 U.S.C. 742(a)-754, Endangered Species Act of  
1973, as amended (16 U.S.C. 1532-1544, 87 Stat.884), the Land and Water Conservation Fund  
Act dated September 3, 1964 (78 Stat.897), and the Klamath Basin Water Supply Enhancement  
Act of 2000 authorizes the Secretary of the Interior to acquire certain lands or interests therein for  
waterfowl habitat;

ALSO WHEREAS, the easement interest rights in the following described lands are  
being acquired for administration by the Secretary of the Interior (Secretary) through the United  
States Fish and Wildlife Service (hereinafter referred to as "USFWS"), and the use, occupation  
and operation of the reservations retained herein shall be subordinate to and subject to such rules  
and regulations as may be prescribed by the Secretary governing the use, occupation, protection  
and administration of units of the National Wildlife Refuge System under and in compliance with  
provisions of Section 6 of the Migratory Bird Conservation Act of February 18, 1929 (45 Stat.  
1222), as amended by Section 301 of the Refuge Revenue Sharing Act of June 15, 1935, (49 Stat.  
381).

NOW THEREFORE, for and in consideration of THREE MILLION, EIGHT HUNDRED AND  
THIRTY-FIVE THOUSANDS DOLLARS (\$3,835,000.00), the Grantor hereby grants to the  
UNITED STATES OF AMERICA, Grantee, a perpetual easement for the maintenance and use of  
the land and waters described below (hereinafter referred to as the "Easement Lands" and  
"Easement Waters") for the management of migratory birds and other wildlife on the terms and  
conditions stated herein. There is included in this Grant of Easement a right of access by  
designated representatives of the U.S. Fish and Wildlife Service only which includes refuge  
personnel, maintenance crews, and authorized volunteers for refuge administration and biological

activities, over any and all Easement Lands and those lands as excluded from the Easement Lands but reasonably necessary for the limited purposes of entering the Easement Lands to verify compliance by the Grantor with the terms and conditions of this easement and exercising Grantee's rights under this Grant of Easement. All land under this Grant of Easement remains private; no public access is permitted under the terms of this easement.

The Easement Lands comprise 1,288.00 acres, more or less, all being located in Klamath County, State of Oregon, described in Exhibit A and depicted in Exhibit B. Including a right to pass over, for the purposes of ingress and egress, applying to 15 feet each side of the centerline of the north-south roadway as it presently exists and being approximately an average of 35 feet east of the centerline of Fourmile Canal, described in Exhibit A and depicted in the Inset on Exhibit B. The said right is for employees of the U.S. Fish and Wildlife Service and their contractors, if any, for refuge management and operations purposes, but not public access.

## **SUMMARY OF RIGHTS CONVEYED**

Grantor will convey through this easement the rights to:

- Allow the level of Agency Lake to rise and fall naturally across the Easement Lands.
- Manage and use all Water Rights for the benefit of fish and wildlife, within the constraints of Oregon Water Law.
- To take such actions as the Grantee deems appropriate to restore and protect the integrity of Sevenmile, Fourmile, and Threemile Creeks as naturally functioning drainages across the Easement Lands.
- Conduct livestock grazing across the Easement Lands so as to maximize and maintain wildlife habitat.
- All minerals, including gas, oil, and other hydrocarbon substances, underlying the Easement Lands. The Grantor will not have the ability to access, mine, or enter into contract with a third party to exercise any activities related to the mineral rights.
- Future development for any use other than existing agriculture or activities that the Grantee deems to be compatible with wetland management for migratory birds, waterfowl, and other wildlife. The only change in land use will be from management aimed at grazing to management aimed at wetland and riparian conservation. For example, conversion to cropland or subdivision for development is not permitted.

## **GENERAL PROVISIONS**

1. Upon acceptance of this Grant, the easement interest acquired by the United States shall become a component part of the National Wildlife Refuge System and shall be subject to those laws and regulations pertaining to the National Wildlife Refuge System that are applicable to the easement interests being acquired. Violation of those applicable laws and regulations may subject the violator to civil and/or criminal penalties. Laws and regulations that regulate conduct that does not affect the property interests conveyed to the United States through this Grant of Easement are not applicable. For example, regulations controlling hunting and fishing or any public use are not applicable since these rights have not been conveyed.

2. This Grant of Easement shall be binding upon, and shall inure to the benefit of, the Grantors, its successors and assigns and Grantee and its assigns.

3. This Grant of Easement imposes no other obligations or restrictions on the Grantors and neither it nor its successors, nor any other person or entity claiming under them, shall be in any way restricted from using all of the subject lands in the customary manner except as provided herein.

4. The Easement Waters described in this Grant of Easement consist of (i) any appropriative water rights held by Grantors to the extent those rights are appurtenant to the Easement Lands, (ii) any waters, the rights to which are secured under contract between the Grantors and any irrigation or water district, to the extent such waters are customarily applied to the Easement Lands. The Easement Waters include legally recognized irrigation water rights.

5. This Grant of Easement is subject to all existing easements and right-of-ways for roads, pipelines, ditches, canals, conduits, telephone and electrical transmission lines, on, over and across said premises, as well as to all covenants, terms and conditions, restrictions, drainage rights, agreements and permits of record or in use.

6. For purposes of this easement, Grantor and Grantee agree to characterize the Easement Lands into Native Grassland/Wetland Habitat Complex. The purpose of this designation is to protect the natural open grassland, natural topography, and natural hydrologic features of this area which provided short grass foraging and wetland habitat for migratory birds. Since the natural connectivity to Agency Lake was severed through agricultural conversion, re-flooding of the native grassland/wetland habitat complex is allowable. If initiated, flooding will be completed through breaching of dikes around Agency Lake to allow the natural ebb and flow of the lake across the Upper Klamath National Wildlife Refuge and the Easement Lands. Repair or replacement of existing water conveyance facilities within this area is permitted. Any additions of new water control structures, levees, and dikes must be approved in advance by the Grantee in writing. The current topographic features and characteristics of the Easement Lands may not be altered except with the timely, written permissions of both the Grantee and the Grantor.

## **GRANTOR'S RIGHTS AND RESPONSIBILITIES**

7. Grantor shall not (i) alter the existing topography or conduct surface disturbing activities aside from routine agricultural maintenance activities, without prior written approval of the Grantee, or (ii) otherwise alter or use the Easement Lands for any purposes inconsistent with this Grant of Easement, or (iii) place any structures on the Easement Lands other than those used for existing agricultural practices or hunting blinds, without prior approval of Grantee.

8. Grantors are not obligated by this Grant of Easement to take any action or to incur any expense related to the maintenance of the Easement Lands as wildlife habitat. Nor are Grantors

obligated to apply water to the Easement Lands or to maintain, repair, or construct any water distribution facilities to serve the Easement Lands.

9. Grantor shall not grant any additional easements, rights-of-way, or other interests in the Easement Lands other than a fee or leasehold interest, undivided interest or security interest (mortgage or deed of trust). Grantor shall not grant or otherwise transfer to any other person or entity or to other lands or otherwise abandon or relinquish any Easement Waters without the prior written authorization of Grantee. Such authorization will be given unless the Secretary of Interior, or her or his authorized representative determines that the proposed interest or transfer will interfere with the use of the Easement Lands as waterfowl habitat suitable for migratory birds or interfere with the availability of Easement Waters for the Easement Lands. Unless violated, this paragraph shall not prohibit the transfer of a fee title or leasehold interest in the Easement Lands that is subject to the terms of this Grant of Easement. This paragraph shall also not prohibit future compatible utility easements as authorized by the Grantee.

10. Grantors shall have the right to maintain existing facilities, roads, structures, and fences used on the property for the maintenance of livestock operations and wetland management. Grantors are solely responsible for costs for upkeep and maintenance of the above referenced structures, facilities, roads, and fences.

11. With respect to the grazing of livestock, Grantors may take such actions as it may deem appropriate to perpetuate traditional and historical livestock grazing practices on the Easement Lands. These activities include replacement, reconstruction, operation and maintenance of existing wells, ditches, and levees necessary for livestock watering purposes, and the reconstruction, operation and maintenance of those existing roads, fences, corrals, and loading chutes necessary for livestock operations. Irrigation and fertilization of native uplands and wetlands is prohibited due to the deleterious effects of increased nutrient loads and unnatural water applications on native flora and fauna.

12. The application of all pesticides, fumigants and fertilizers on Easement Lands is prohibited. The application of herbicides and biological controls on the Easement Lands has to comply with all existing or future federal and state regulations. Irrigation and fertilization of native uplands and wetlands is prohibited due to the deleterious effects of increased nutrient loads and unnatural water application on native flora and fauna.

## **GRANTEE'S RIGHTS AND RESPONSIBILITIES**

13. Grantee has the right to immediately stop any activity or use that is prohibited by this Grant of Easement or inconsistent with the purposes of this Grant of Easement. Grantee further has the right to enforce restoration of such features of the Easement Lands that may be damaged by any prohibited or inconsistent activity at Grantor's sole cost and expense. Grantee must give notice in writing to Grantor of an identified default under this easement, and allow a reasonable period of time, dependent upon the default, for Grantor to comply with the terms of the Easement.

14. Grantee shall have the right, but not the obligation, to graze with livestock, in any year the Grantor does not graze these Easement Lands. The purpose of this grazing is to maintain and improve wildlife habitat.

15. Grantee shall, at their sole cost, have the right, but not the obligation, to post and maintain signs on the Easement Lands to indicate participation in the Grantee's easement program.

16. Grantee has the right to use the existing road only for refuge management and operations purposes.

17. Grantee has the right, but not the obligation, to maintain the existing road to it's condition as of the effective date of this document, excepting any damages resulting from the grantee's use of said road.

**GRANTOR AND GRANTEE MUTUALLY AGREE TO THE FOLLOWING:**

18. Traditional and historical uses of the property, consisting solely of livestock ranching, recreational hunting, fishing, and wildlife observation, shall be permitted.

19. Grazing will be limited to times, locations, and density levels that will not be detrimental to fish and wildlife habitat. This includes no livestock during nesting season, in standing water, or along streams. Grantor will determine appropriate grazing strategies, but Grantee reserves the right to place specific limits on grazing activity if it deems necessary.

20. On all Easement Lands, Grantors and Grantee shall have the right, but not the obligation, to conduct habitat restoration that does not adversely impact wildlife species. A restoration plan for returning Sevenmile, Threemile, and Fourmile Creeks to historic channels will be developed. Grantor and Grantee shall allow each other the right to facilitate with third parties for cost sharing for said restoration. Restoration of these stream systems is a primary goal of this easement.

21. The User of record for all Easement Waters shall be the Grantee which may petition for an inflow or downstream change in the place of use for the benefit of fish and wildlife.

**THE FOLLOWING TERMS AND CONDITIONS RELATED TO THE ENTIRE EASEMENT AREA:**

22. The farming of permanent tree or vine crops such as grapes and orchards, or perennial crops is prohibited. Removal, cutting, or destruction of native vegetation is prohibited.

23. The construction or placement of any commercial, residential, or other buildings, camping accommodations, boat ramps, bridges, levees, flood control structures, mobile homes, permanent tent facilities, Quonset huts or similar structures, underground tanks, billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or line, sewer systems or lines, unless otherwise permitted in this Grant of Easement, is prohibited.

24. The use of any motorized vehicle off designated roadways, except for ranching, farming, hunting and patrolling purposes, is prohibited. The use of motorized vehicles for any recreational activity, other than hunting, is prohibited.

25. The introduction of any non-native plant or animal species particularly certain plants in the attached prohibited Plant List as Described in Exhibit D, is prohibited.

26. The use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, hazardous materials or agrichemicals, is prohibited, except as provided herein. Grantor shall be allowed to use and store hazardous materials and agrichemicals allowed by law for agricultural use in reasonable amounts needed for operation of the Easement Lands, provided such use and storage is in compliance with all applicable laws and with proper spill containment.

27. The creation of any new roadways without the prior written authorization of the Grantee is prohibited.

28. The establishment of any commercial or industrial uses except as expressly permitted herein, is prohibited. Examples of prohibited commercial or industrial uses include, but are not limited to: (i) the planting and cultivation of commercial orchards; (ii) the establishment or maintenance of commercial feedlots, which are defined as any open or enclosed area where domestic livestock not owned by the Grantor are grouped together for intensive feeding purposes; (iii) timber production and harvesting; (iv) dairies; (v) gravel mines; (vi) processing facilities for crops or livestock, (vii) development of residential or commercial improvements.

29. The development or expansion of any water on the Easement Lands for hydroelectric power, fish farming or any other commercial purpose, is prohibited.

30. The manipulation or alteration of any natural water feature, including, without limitation, any water course, vernal pool, wetland, stream bank, shoreline or body of water, and activities or uses detrimental to water quality, including but not limited to degradation, pollution of any surface or subsurface waters, or rip-rapping, is prohibited. Activities intended as part of stream, wetland, or grassland restoration are permitted.

31. Grantor shall allow Grantee the right to conduct land and water management activities that pertain to historical traditional uses of the land. Such activities include but are not limited to; cultural practices to facilitate hunting and management on open water, such as mowing annual vegetation, or disking to control cattails, and other emergent vegetation. Disking would be strictly limited to the stock-watering areas and not allowed in the upland areas.

32. Grantor and Grantee agree to allow for traditional and historical uses conducted on the property. These uses are limited to livestock ranching, recreational hunting, fishing, and wildlife observation.

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IN WITNESS WHEREOF, the Grantor has hereunto set their hands as of the day and year above written.


**DELTA LAND AND CATTLE, LLC, an Oregon Limited Liability Company**

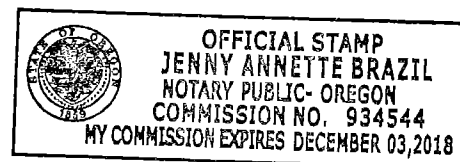
  
**KURT THOMAS, MANAGER**

ACKNOWLEDGMENT

State of Oregon        }  
                                  } ss  
County of Klamath    }

On this 31<sup>st</sup> day of August, in the year 2017, before me, Jenny Annette Brazil, a Notary Public in and for said state, personally appeared Delta Land and Cattle, LLC, an Oregon Limited Liability Company, Manager, Kurt Thomas, known or identified to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that he executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
Notary Public for the State of Oregon  
Residing at: Klamath County  
Commission Expires: 12/3/2018





## CERTIFICATE OF ACCEPTANCE

This is to certify that the Secretary of the Department of Interior, acting by and through an authorized representative, U.S. Fish and Wildlife Service's, Realty Officers for its Pacific Southwest Region, hereby accepts on behalf of the United States of America, the real property interest described within the Grant of Easement and consents to recordation thereof.

August 4, 2017  
Date

Thomas L. Sampson  
Thomas L. Sampson, Realty Officer  
Pacific Southwest Region  
U.S. Fish and Wildlife Service

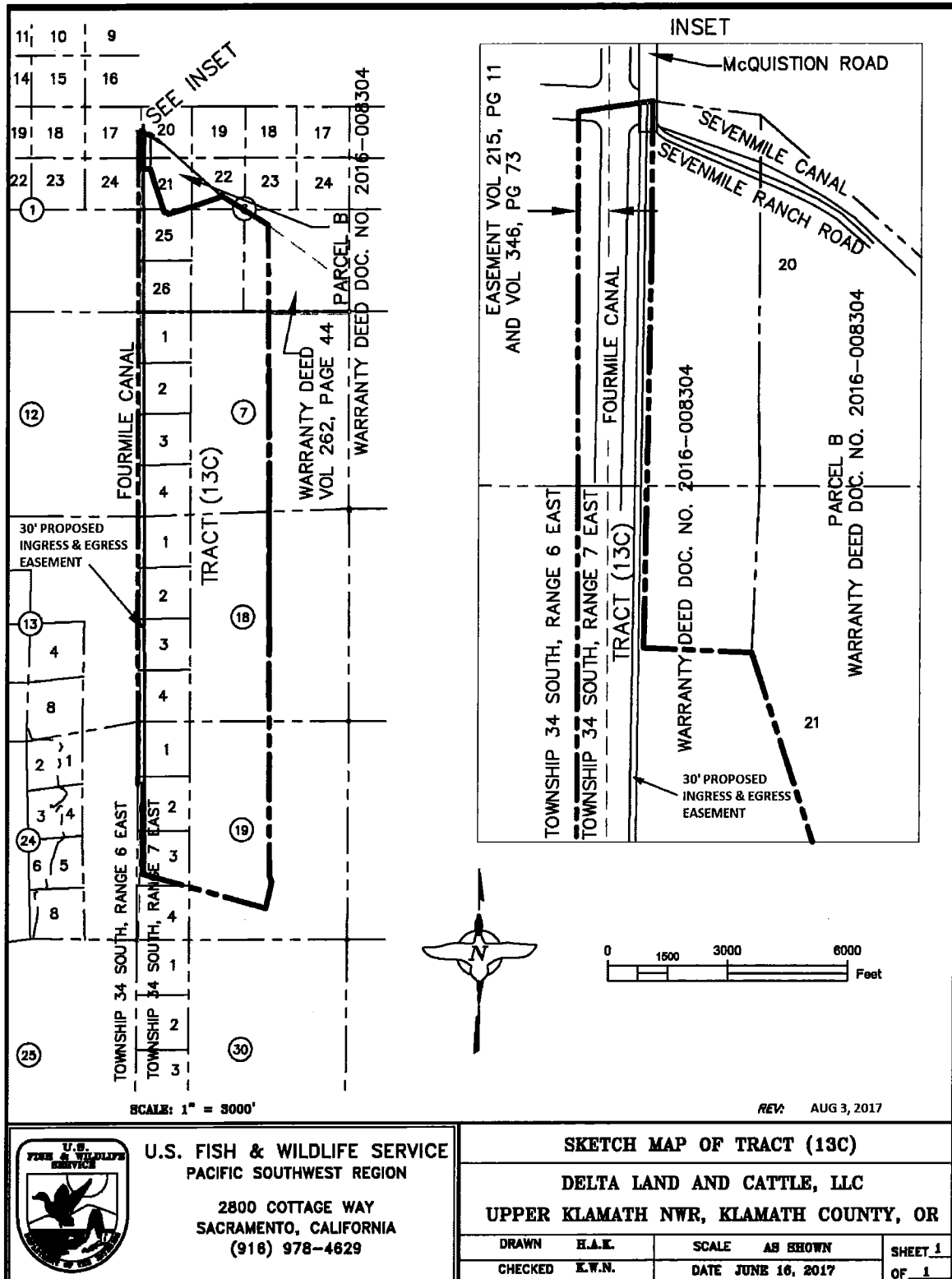
**EXHIBIT A**  
Conservation Easement Legal Description  
Tract (13C) Delta Land Cattle, LLC

A Conservation Easement described as being part of Warranty Deed Document No. 2016-008304 and further described as being situated in Sections 6, 7, 18 and 19, Township 34 South, Range 7-1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the North 1/16 corner common to Sections 1 and 6, Township 34 South, Range 6, East of the Willamette Meridian, Klamath County, Oregon, as marked by a 1931 G.L.O. brass cap monument; thence North 00°03'52" West along the West line of said Section 6, 620 feet, more or less, to the centerline of Seven Mile Canal; thence Easterly, along the centerline of said Seven Mile Canal, 125 feet, more or less, thence South 00°12'47" West 218 feet, more or less, to a point; from which said North 1/16 corner bears South 16°16'05" West 437.22 feet; thence South 02°54'40" West 688.58 feet to a point; from which said North 1/16 corner bears North 22°32'10" West 291.00 feet; thence South 87°33'35" East 180.00 feet to a PK nail on a fence post; from which said North 1/16 corner bears North 46°30'20" West 401.64 feet; thence South 18°02'14" East 1131.66 feet to a PK nail on a fence post; thence South 83°43'23" East 48.62 feet to a PK nail on a fence post; thence North 83°31'40" East 16.38 feet to a PK nail on a fence post; thence South 43°54'16" East 58.37 feet to a PK nail on a fence post; thence North 73°09'13" East 629.63 feet to a PK nail on a fence post; thence North 71°53'47" East generally along an existing fence, 709.12 feet to a 5/8 inch iron pin on the Northeast side of a fence corner; thence North 31° East 75 feet, more or less to the centerline of the said Seven Mile Canal; thence Southeasterly along the centerline of the said Seven Mile Canal; 1440 feet, more or less, to its intersection with the centerline of the Dixon and McQuiston Center Canal; South 00°13'57" East 16,175 feet, more or less, South 23°53'22" East 156.11 feet and South 13°18'22" West 681.05 feet to its intersection with the centerline of an existing canal; thence North 74°27'51" West, along the centerline of said canal, 3243.55 feet to the centerline of Four Mile Canal and being on the East line of that tract of land as described in Deed Volume 331, page 367, Parcel 1, as recorded in the Klamath County deed records; thence North 00°04'38" West along the centerline of said Four Mile Canal, 2222.53 feet to the Northeast corner of said Deed Volume 331 page 367, Parcel 1; thence West 98.00 feet to the Northwest corner of said Deed Volume 331 page 367, Parcel 1, on the West line of the Northwest 1/4 of said Section 19; thence North 00°23'47" East 1557.50 feet to the corner common to Sections 13 and 24, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, and said Sections 18 and 19, as marked by a 1931 G.L.O. brass cap monument; thence North 00°08'26" West 2547.24 feet to the 1/4 corner common to said Sections 13 and 18, as marked by a 1931 G.L.O. brass cap monument; thence North 00°04'44" West 11,466.34 feet to the point of beginning and containing approximately 1288 acres more or less and with bearings based on survey No. 3146, as recorded in the office of the Klamath County surveyor.

TOGETHER WITH a 30 foot wide, right to pass over, for the purposes of ingress and egress, applying to 15 feet each side of the centerline of a north-south roadway as it presently exists and being approximately an average of 35 feet east of the centerline of Four Mile Canal; Centerline of 30 foot access easement is further described as beginning on the southern boundary of the Delta Land

and Cattle, LLC property as described in Warranty Deed Document No. 2016-008304 recorded August 5, 2016, and the northern boundary of the Bari Family Trust property as described in a Bargain & Sale Deed Document No. 2016-005038 recorded May 13, 2016, and being approximately 30 feet at right angles with Four Mile Canal; thence northerly along the centerline of existing road as it meanders through the Delta Land and Cattle, LLC property to a point in the centerline of Seven Mile Canal and the terminus of aforesaid 30 foot wide ingress and egress easement and containing 12.7 acres more or less; said point is further described as being on the northern boundary of said Delta Land and Cattle, LLC property, and the southern boundary of the C.N. Hawkins Trust property as described in Bargain and Sale Deed in Volume M00, Page 28027 recorded August 1, 2000, and approximately 45 feet at right angles with Four Mile Canal.

# **EXHIBIT B** Sketch Map



## EXHIBIT C

The following list contains most of the native trees and shrubs considered desirable for wildlife and riparian plant communities in the Easement and may be planted without permission in areas designated as Poned Areas. This list is not intended to be all-inclusive and other species may be desirable under some circumstances. Plants not on the list may not be introduced on Poned Areas without written permission from the Grantee.

### Approved Tree and Shrub Species

<u>Common Name</u>	<u>Scientific Name</u>
Willow	<i>Salix spp.</i>
Red Alder	<i>Alnus rubra</i>
Black Cottonwood	<i>Populus trichocarpa</i>
Quaking Aspen	<i>Populus tremuloides</i>

\*See Common Plants of the Upper Klamath Basin as a resource:

<http://rabeconsulting.com/pdf/common-plants-of-upper-klamath-basin.pdf>

## EXHIBIT D

The following list contains the prohibited native trees and shrubs considered non-desirable for wildlife and riparian plant communities in the Easement and may not be planted in the Easement Area. This list is not intended to be all-inclusive and other species may be un-desirable under some circumstances.

### Not Approved Tree and Shrub Species for the Entire Easement Area

<u>Common Name</u>	<u>Scientific Name</u>
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Not approved, noxious non-woody plant species for the entire easement area

<u>Common Name</u>	<u>Scientific Name</u>
Matgrass	<i>Nardus Stricta</i>
Medusahead rye	<i>Taeniantherum caput-medusae</i>
Yellow flag iris	<i>Iris pseudacorus</i>
Purple loosestrife	<i>Lythrum salicaria</i>
Mediterranean sage	<i>Salvia aethiopsis</i>
Poison hemlock	<i>Conium maculatum</i>
Dalmatian toadflax	<i>Linaria dalmatica</i>
Yellow toadflax	<i>Linaria vulgaris</i>
Sulfur cinquefoil	<i>Potentilla recta</i>
Leafy spurge	<i>Euphorbia esula</i>
Russian knapweed	<i>Acropitlon repens</i>
Plumeless thistle	<i>Carduus acanthoides</i>
Musk thistle	<i>Carduus nutans</i>
Diffuse knapweed	<i>Centaurea diffusa</i>
Rush skeletonweed	<i>Chondrilla juncea</i>
Canada thistle	<i>Cirsium arvense</i>
Tansy ragwort	<i>Senecio jacobaea</i>
Scentless false mayweed	<i>Tripleurospermum perforatum</i>

\*See Klamath County Noxious Weed Identification One and Near Federal Forest Lands as resource:

<http://rabeconsulting.com/pdf/klamath-county-noxious-weed-identification.pdf>

## EXHIBIT "A"

107517AM

A Conservation Easement described as being part of Warranty Deed Document No. 2016-008304 and further described as being situated in Sections 6, 7, 18 and 19, Township 34 South, Range 7-1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the North 1/16 corner common to Sections 1 and 6, Township 34 South, Range 6, East of the Willamette Meridian, Klamath County, Oregon, as marked by a 1931 G.L.O. brass cap monument; thence North 00°03'52" West along the West line of said Section 6, 620 feet, more or less, to the centerline of Seven Mile Canal; thence Easterly, along the centerline of said Seven Mile Canal, 125 feet, more or less, thence South 00°12'47" West 218 feet, more or less, to a point; from which said North 1/16 corner bears South 16°16'05" West 437.22 feet; thence South 02°54'40" West 688.58 feet to a point; from which said North 1/16 corner bears North 22°32'10" West 291.00 feet; thence South 87°33'35" East 180.00 feet to a PK nail on a fence post; from which said North 1/16 corner bears North 46°30'20" West 401.64 feet; thence South 18°02'14" East 1131.66 feet to a PK nail on a fence post; thence South 83°43'23" East 48.62 feet to a PK nail on a fence post; thence North 83°31'40" East 16.38 feet to a PK nail on a fence post; thence South 43°54'16" East 58.37 feet to a PK nail on a fence post; thence North 73°09'13" East 629.63 feet to a PK nail on a fence post; thence North 71°53'47" East generally along an existing fence, 709.12 feet to a 5/8 inch iron pin on the Northeast side of a fence corner; thence North 31° East 75 feet, more or less to the centerline of the said Seven Mile Canal; thence Southeasterly along the centerline of the said Seven Mile Canal; 1440 feet, more or less, to its intersection with the centerline of the Dixon and McQuiston Center Canal; South 00°13'57" East 16,175 feet, more or less, South 23°53'22" East 156.11 feet and South 13°18'22" West 681.05 feet to its intersection with the centerline of an existing canal; thence North 74°27'51" West, along the centerline of said canal, 3243.55 feet to the centerline of Four Mile Canal and being on the East line of that tract of land as described in Deed Volume 331, page 367, Parcel 1, as recorded in the Klamath County deed records; thence North 00°04'38" West along the centerline of said Four Mile Canal, 2222.53 feet to the Northeast corner of said Deed Volume 331 page 367, Parcel 1; thence West 98.00 feet to the Northwest corner of said Deed Volume 331 page 367, Parcel 1, on the West line of the Northwest 1/4 of said Section 19; thence North 00°23'47" East 1557.50 feet to the corner common to Sections 13 and 24, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, and said Sections 18 and 19, as marked by a 1931 G.L.O. brass cap monument; thence North 00°08'26" West 2547.24 feet to the 1/4 corner common to said Sections 13 and 18, as marked by a 1931 G.L.O. brass cap monument; thence North 00°04'44" West 11,466.34 feet

to the point of beginning and containing approximately 1288 acres more or less and with bearings based on survey No. 3146, as recorded in the office of the Klamath County surveyor.

TOGETHER WITH a 30 foot wide, right to pass over, for the purposes of ingress and egress, applying to 15 feet each side of the centerline of a north-south roadway as it presently exists and being approximately an average of 35 feet east of the centerline of Four Mile Canal; Centerline of 30 foot access easement is further described as beginning on the southern boundary of the Delta Land and Cattle, LLC property as described in Warranty Deed Document No. 2016-008304 recorded August 5, 2016, and the northern boundary of the Bari Family Trust property as described in a Bargain & Sale Deed Document No. 2016-005038 recorded May 13, 2016, and being approximately 30 feet at right angles with Four Mile Canal; thence northerly along the centerline of existing road as it meanders through the Delta Land and Cattle, LLC property to a point in the centerline of Seven Mile Canal and the terminus of aforesaid 30 foot wide ingress and egress easement and containing 12.7 acres more or less; said point is further described as being on the northern boundary of said Delta Land and Cattle, LLC property, and the southern boundary of the C.N. Hawkins Trust property as described in Bargain and Sale Deed in Volume M00, Page 28027 recorded August 1, 2000, and approximately 45 feet at right angles with Four Mile Canal.